

SERFF Tracking Number:	PACL-125960294	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	41180
Company Tracking Number:	20-19600		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Guaranteed Protection Advantage 5 Rider (Informational Filing)		
Project Name/Number:	Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600		

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Guaranteed Protection

Advantage 5 Rider (Informational Filing)

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: PACL-125960294 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 41180

Co Tr Num: 20-19600

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Larry Gardner, Karima

Disposition Date: 12/23/2008

Rajan, Maysy Vang, Brian Deleget,

Karen Givens

Date Submitted: 12/22/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Protection Advantage 5 Rider (Informational Status of Filing in Domicile: Pending Filing)

Project Number: 20-19600

Date Approved in Domicile:

Requested Filing Mode: Informational

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 12/23/2008

State Status Changed: 12/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-1079000

To the Individual Life Insurance Department of Arkansas.

SERFF Tracking Number:	PACL-125960294	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	41180
Company Tracking Number:	20-19600		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Guaranteed Protection Advantage 5 Rider (Informational Filing)		
Project Name/Number:	Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600		

INFORMATIONAL FILING

Form Number Form Description

20-19600 Guaranteed Protection Advantage 5 Rider

SERFF Tracking #: USPH-5JFSZ9438

On 2/5/2003, the Department approved the above referenced rider for use with various individual flexible premium deferred variable annuity contracts.

The current rider annual charge percentage is 0.40%, not to exceed a maximum annual charge percentage of 0.75%.

We are hereby notifying the Department that effective January 1, 2009, the annual charge will be .55%. The annual charge will be effective for new issues, and for in-force contracts when either an automatic or owner-elected reset of the guaranteed protection amount occurs.

Attached for your records is a copy of the rider with the new annual charge percentage.

Except as described above, no other changes have been made to the form.

Should you have any questions or require additional information, please call toll-free (866) 746-2724 ext 3281.

Sincerely,

Karen Givens
Sr. Compliance Analyst
Annuities & Mutual Funds
Email: amfproduct.filing@pacificlife.com

SERFF Tracking Number: PACL-125960294 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41180
Company Tracking Number: 20-19600
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)
Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600

Company and Contact

Filing Contact Information

Karima Rajan, Compliance Specialist karima.rajan@pacificlife.com
700 Newport Center (402) 574-3280 [Phone]
Newport Beach, CA 92660 (402) 574-3256[FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
700 Newport Center Drive Group Code: 709 Company Type: Annuities
Newport Beach, CA 92660-6397 Group Name: State ID Number:
(800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	12/22/2008	24668796

SERFF Tracking Number:	PACL-125960294	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	41180
Company Tracking Number:	20-19600		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Guaranteed Protection Advantage 5 Rider (Informational Filing)		
Project Name/Number:	Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/23/2008	12/23/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Guaranteed Protection Advantage 5 Rider	Form	Maysy Vang	12/23/2008	12/23/2008

<i>SERFF Tracking Number:</i>	<i>PACL-125960294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41180</i>
<i>Company Tracking Number:</i>	<i>20-19600</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600</i>		

Disposition

Disposition Date: 12/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PACL-125960294	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	41180
Company Tracking Number:	20-19600		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Guaranteed Protection Advantage 5 Rider (Informational Filing)		
Project Name/Number:	Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form (revised)	Guaranteed Protection Advantage 5 Rider		Yes
Form	Guaranteed Protection Advantage 5 Rider		Yes

SERFF Tracking Number: PACL-125960294 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 41180
 Company Tracking Number: 20-19600
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)
 Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600

Amendment Letter

Amendment Date:

Submitted Date: 12/23/2008

Comments:

add brackets surrounding the annual charge.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
20-19600	Policy/Contr	Guaranteed Initial act/Fraternal Protection Certificate: Advantage 5 Amendment, Rider Insert Page, Endorsement or Rider	Initial				0	R196.pdf R196 Redlined.pdf

SERFF Tracking Number: PACL-125960294 State: Arkansas

Filing Company: Pacific Life Insurance Company State Tracking Number: 41180

Company Tracking Number: 20-19600

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)

Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600

Form Schedule

Lead Form Number: 20-19600

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-19600	Policy/Cont Guaranteed ract/Fratern Protection Advantage al 5 Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	R196.pdf R196 Redlined.pdf



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value - As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value - As of the end of any Business Day, the Contract Value is equal to:

- (a) your Variable Account Value; **plus**
- (b) your Fixed Option Value; **plus**
- (c) your DCA Plus Fixed Option Value; **plus**
- (d) your Guaranteed Interest Option Value; **plus**
- (e) your Loan Account Value.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage 5 – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided: (a) the age of each Annuitant is 85 or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date. The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option on a proportionate basis relative to the Account Value in each such Investment Option. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Adjusted Contract Value on the effective date of termination.

The Guaranteed Protection Charge is equal to [0.55%] multiplied by the Adjusted Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options, will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option, provided the Contract allows for subsequent Purchase Payments during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is equal to the Adjusted Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge then being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change during the Term.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

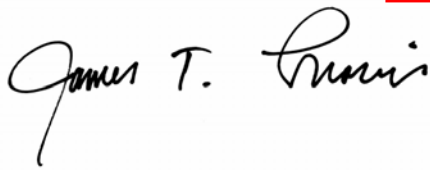
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.


Effective Date – This Rider is effective on the date shown below.

Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value - As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value - As of the end of any Business Day, the Contract Value is equal to:

- (a) your Variable Account Value; **plus**
- (b) your Fixed Option Value; **plus**
- (c) your DCA Plus Fixed Option Value; **plus**
- (d) your Guaranteed Interest Option Value; **plus**
- (e) your Loan Account Value.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage 5 – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided: (a) the age of each Annuitant is 85 or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date. The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option on a proportionate basis relative to the Account Value in each such Investment Option. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Adjusted Contract Value on the effective date of termination.

| The Guaranteed Protection Charge is equal to [0.525%] multiplied by the Adjusted Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options, will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option, provided the Contract allows for subsequent Purchase Payments during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is equal to the Adjusted Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge then being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change during the Term.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

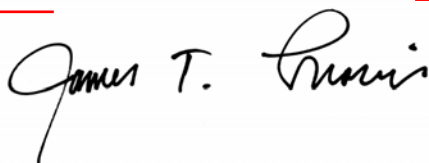
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.

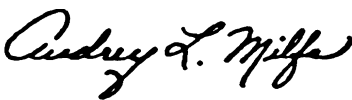
Effective Date – This Rider is effective on the date shown below.

Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary

<i>SERFF Tracking Number:</i>	<i>PACL-125960294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41180</i>
<i>Company Tracking Number:</i>	<i>20-19600</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125960294 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41180
Company Tracking Number: 20-19600
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)
Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 12/22/2008

Comments:

Attachments:

AR 196 Cert Reg 6.pdf
AR 196 Cert Reg 19.pdf

Review Status:

Satisfied -Name: Statement of Variability 12/22/2008

Comments:

Attachment:

R196 SOV.pdf

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
20-19600	Guaranteed Protection Advantage 5 Rider

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

12/22/2008
Date

Contact Person:

Karen Givens
Sr. Compliance Analyst
Product Compliance
Email: Amfproduct.filing@pacificliflife.com
(866) 746-2724 ext 3281

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

Form Number(s): **Form Description(s):**

20-19600 Guaranteed Protection Advantage 5 Rider

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

12/22/2008
Date

Contact Person:

Karen Givens
Sr. Compliance Analyst
Product Compliance
Email: Amfproduct.filing@pacificlife.com
866-746-2724 Ext. 3281

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

20-196

Form Description

Guaranteed Protection Advantage 5 Rider

This Statement of Variability identifies and explains the bracketed material contained in the above referenced form.

Rider Form No. 20-196

1. **Company Address** – In the event of a change in the company address, the new address will be shown.
2. **Annual Charge** – The annual charge percentage may change for new issues of the above referenced rider from time to time. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 0.75%.
3. **Effective Date** – The Rider is effective on the purchase date.
4. **Company Officer's Signatures and Titles** – In the event of a change in company officers, the new company officer's signature and title will be shown.

Except as otherwise described above, no other bracketed material appears within the form.

Company Contact Person

For inquiries regarding this Statement of Variability, please contact:

Karen Givens, Sr. Compliance Analyst
Pacific Life Insurance Company
Email: amfproduct.filing@pacificlife.com
Toll Free: 866-746-2724 x 3281
Direct: 402-574-3281

Date Prepared: 12/17/2008

<i>SERFF Tracking Number:</i>	<i>PACL-125960294</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41180</i>
<i>Company Tracking Number:</i>	<i>20-19600</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19600</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Guaranteed Protection Advantage 512/22/2008 Rider		R196.pdf R196 Redlined.pdf



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value - As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value - As of the end of any Business Day, the Contract Value is equal to:

- (a) your Variable Account Value; **plus**
- (b) your Fixed Option Value; **plus**
- (c) your DCA Plus Fixed Option Value; **plus**
- (d) your Guaranteed Interest Option Value; **plus**
- (e) your Loan Account Value.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage 5 – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided: (a) the age of each Annuitant is 85 or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date. The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option on a proportionate basis relative to the Account Value in each such Investment Option. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Adjusted Contract Value on the effective date of termination.

The Guaranteed Protection Charge is equal to 0.55% multiplied by the Adjusted Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options, will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option, provided the Contract allows for subsequent Purchase Payments during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is equal to the Adjusted Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge then being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change during the Term.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

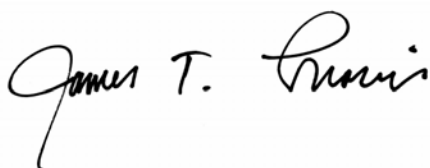
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.

Effective Date – This Rider is effective on the date shown below.

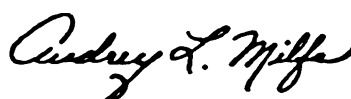
Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY



Chairman and Chief Executive Officer



Secretary



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Adjusted Contract Value - As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

Contract Value - As of the end of any Business Day, the Contract Value is equal to:

- (a) your Variable Account Value; **plus**
- (b) your Fixed Option Value; **plus**
- (c) your DCA Plus Fixed Option Value; **plus**
- (d) your Guaranteed Interest Option Value; **plus**
- (e) your Loan Account Value.

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage 5 – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided: (a) the age of each Annuitant is 85 or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date. The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option on a proportionate basis relative to the Account Value in each such Investment Option. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Adjusted Contract Value on the effective date of termination.

| The Guaranteed Protection Charge is equal to 0.525% multiplied by the Adjusted Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options, will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option, provided the Contract allows for subsequent Purchase Payments during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is equal to the Adjusted Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge then being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change during the Term.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

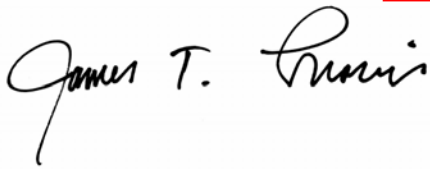
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.

Effective Date – This Rider is effective on the date shown below.

Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary